

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

HERITAGE REALTY MANAGEMENT, INC.,	)	Case No. CA 04 - 333 ERIE
Plaintiff	)	
v.	)	Judge Sean McLaughlin
	)	
JOHN ALLIN d/b/a ALLIN COMPANIES,	)	
Defendant-Third Party Plaintiff	)	
v.	)	
	)	
SYMBIOT BUSINESS GROUP, INC. and	)	
SYMBIOT SNOW MANAGEMENT	)	
NETWORK, LLC,	)	
Third Party Defendants	)	TRIAL BY JURY DEMANDED

**COMPLAINT AGAINST THIRD PARTY DEFENDANTS,**  
**SYMBIOT BUSINESS GROUP, INC. AND**  
**SYMBIOT SNOW MANAGEMENT NETWORK, LLC**

AND NOW, the Defendant-Third Party Plaintiff, by and through his attorneys, ELDERKIN, MARTIN, KELLY & MESSINA, files the following Complaint Against Third Party Defendant, Symbiot Business Group, Inc. and Symbiot Snow Management Network, LLC, respectfully representing as follows:

1. Defendant-Third Party Plaintiff, John Allin, ("Allin") is an adult individual who resides in Erie County, PA.

2. Third Party Defendant, Symbiot Business Group, Inc., is believed to be a corporation organized and existing under the laws of a state other than Pennsylvania, with a principal place of business located in Utah.

3. Third Party Defendant, Symbiot Snow Management Network, LLC, is believed to be a limited liability company organized and existing under the laws of a state other than Pennsylvania with a principal place of business located in Utah.

4. On or about November 22, 2004, Allin sold to Symbiot Business Group, Inc. and/or Symbiot Snow Management Network, LLC (collectively "Symbiot") certain assets relating to or concerning Allin's business of snow management and/or snow removal operations.

5. As part of the consideration exchanged in this asset sale to Symbiot, and/or in connection with that sale, Symbiot agreed and promised to accept certain existing liabilities of Allin which arose out of or related to Allin's snow management and/or snow removal work.

6. In this regard, Symbiot agreed that it would accept some liabilities and debts which Allin may be found to owe to Plaintiff, Heritage Realty Management, Inc., in this litigation.

7. Heritage has filed a civil action against Symbiot in the U.S. District Court for the Western District of Pennsylvania at No. 06-00047, in which Heritage alleges that Symbiot is liable to Heritage for those same amounts which Heritage asserts herein are owed to Heritage by

Allin. Heritage's claims against Symbiot in that related civil action are based on legal grounds independent of Heritage's claim that Allin breached his contract.

8. Therefore, although Allin denies liability to Heritage Realty Management, Inc. on the claims asserted in this lawsuit, to the extent that, and only if, a final judgment is entered against Allin and in favor of Heritage Realty Management, Inc., Allin hereby asserts that Symbiot is liable to Allin for that judgment, in whole or in part, based upon Symbiot's agreement with Allin and/or based upon the causes of action set forth in the civil action filed by Heritage against Symbiot at No. 06-00047, which are incorporated herein to the limited extent needed to support Allin's cross-claim against Symbiot.

WHEREFORE, John Allin demands judgment against Symbiot Business Group, Inc. and/or Symbiot Snow Management Network, LLC in the nature of indemnity with respect to any judgment entered against Allin and in favor of Heritage Realty Management, Inc.

Respectfully submitted,

ELDERKIN, MARTIN, KELLY & MESSINA

By /s/ Craig A. Markham  
Craig A. Markham, Esquire  
Attorney for Defendant-Third Party  
Plaintiff, John Allin  
150 East Eighth Street  
Erie, Pennsylvania 16501  
(814) 456-4000